

1 L. JOE COPPEDGE
Nevada Bar No. 4954
2 COPPEDGE EMMEL & KLEGERMAN PC
5586 South Fort Apache Road
3 Suite 110
Las Vegas, Nevada 89148
4 Phone: (702) 476-1000
Fax: (702) 722-6185
5 Email: jcoppedge@cekcounsel.com

6 MICHAEL B. LYNCH (*pro hac vice admission pending*)
410 Balmoral Road
7 Winter Park, Florida 32789
Phone: (321) 239-8026
8 Email: michaelblynch@mac.com

9 *Attorneys for Defendant,*
Pavia Holdings, LLC dba MMAagents

11 UNITED STATES DISTRICT COURT
12 DISTRICT OF NEVADA

13 ZUFFA, LLC, a Nevada limited liability
company, dba ULTIMATE FIGHTING
14 CHAMPIONSHIP,

15 Plaintiff,

16 vs

17 PAVIA HOLDINGS, LLC, a California
limited liability company, dba MMA
18 AGENTS; BELLATOR SPORT
WORLDWIDE, LLC, a Delaware limited
19 liability company; DOES 1 through 100,
inclusive; ROE Corporations and Limited
20 Liability Companies 1 through 100, inclusive,

21 Defendants.

CASE NO.: 2:10-cv-01427-RLH-RJJ

**DEFENDANT, PAVIA HOLDINGS,
LLC'S ANSWER TO PLAINTIFF'S
COMPLAINT**

22 Defendant, Pavia Holdings, LLC dba MMAagents ("MMAagents"), by and through its
23 attorneys, Coppedge Emmel & Klegerman PC, answers the Complaint of Plaintiff, Zuffa, LLC
24 dba Ultimate Fighting Championship ("Zuffa") as follows:

PARTIES, JURISDICTION AND VENUE

1
2 1. MMAagents is without knowledge or information sufficient to form a belief as to
3 the truth of the allegations contained in paragraphs 1, 5, 6, 7 and 8 of the Complaint, and
4 therefore denies the same.

5 2. MMAagents admits, upon information and belief, the allegations in paragraph 2
6 of the Complaint.

7 3. MMAagents admits that portion of paragraph 3 of the Complaint that alleges
8 Pavia Holdings, LLC is a California limited liability company doing business as MMAagents,
9 that Ken Pavia is the “founder” and “managing partner” of MMAagents, and that MMAagents
10 does business in Nevada. MMAagents denies the remaining allegations contained in paragraph
11 3.

12 4. MMAagents admits, upon information and belief, that portion of paragraph 4 of
13 the Complaint that Bellator Sport Worldwide, LLC’s principal place of business is in Chicago,
14 Illinois. MMAagents is without knowledge or information sufficient to form a belief as to the
15 truth of the remaining allegations contained in paragraph 4 of the Complaint, and therefore
16 denies the same.

GENERAL BACKGROUND

17
18 5. Answering paragraph 9 of the Complaint, MMAagents admits that Zuffa does
19 business as the Ultimate Fighting Championship. MMAagents is without knowledge or
20 information sufficient to form a belief as to the truth of the remaining allegations contained in
21 paragraph 9, and therefore denies the same.

22 6. MMAagents admits the allegations in paragraph 10 of the Complaint.

23 //

24 //

1 7. MMAagents is without knowledge or information sufficient to form a belief as to
2 the truth of the allegations contained in paragraphs 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22,
3 23, 24, 25, 31, 32, and 33 of the Complaint, and therefore denies the same.

4 8. MMAagents denies the allegations in paragraphs 26, 30, 36, 37, and 38 of the
5 Complaint.

6 9. MMAagents admits the allegations in paragraphs 27, 28, 29, 34, and 35 of the
7 Complaint.

8 **FIRST CAUSE OF ACTION**

9 **(Violation of Uniform Trade Secrets Act {NRS 600A.010, et seq.} – All Defendants)**

10 10. Answering paragraph 39 of Plaintiff's Complaint, MMAagents repeats and
11 realleges its answers to the preceding and ensuing paragraphs as though fully set forth herein.

12 11. MMAagents is without knowledge or information sufficient to form a belief as to
13 the truth of the allegations contained in paragraphs 40 and 41 of the Complaint, and therefore
14 denies the same.

15 12. MMAagents denies the allegations in paragraphs 42, 43, 44, 45, 46, 47, 48, 49,
16 and 50 of the Complaint.

17 **SECOND CAUSE OF ACTION**

18 **(Civil Conspiracy – All Defendants)**

19 13. Answering paragraph 51 of Plaintiff's Complaint, MMAagents repeats and
20 realleges its answers to the preceding and ensuing paragraphs as though fully set forth herein.

21 14. MMAagents denies the allegations contained in paragraphs 52, 53, 54, and 55 of
22 the Complaint.

23 //

24 //

THIRD CAUSE OF ACTION

(Breach of Contract – Doe and Roe Defendants)

11. Answering paragraph 56 of Plaintiff's Complaint, MMAagents repeats and realleges its answers to the preceding and ensuing paragraphs as though fully set forth herein.

12. Paragraphs 57, 58, 59, 60, 61, and 62 of the Complaint do not state a claim for relief or make any allegation against MMAagents. If any allegation in said paragraphs may be construed to be against MMAagents, MMAagents denies each and every allegation against it in said paragraphs. To the extent said paragraphs contain allegations relating to other parties, MMAagents is without knowledge or information sufficient to form a belief as to the truth of those allegations, and therefore denies the same.

FOURTH CAUSE OF ACTION

(Breach of the Implied Covenant of Good Faith and Fair Dealing – Doe and Roe Defendants)

12. Answering paragraph 63 of Plaintiff's Complaint, MMAagents repeats and realleges its answers to the preceding and ensuing paragraphs as though fully set forth herein.

13. Paragraphs 64, 65, 66, 67, and 68 of the Complaint do not state a claim for relief or make any allegation against MMAagents. If any allegation in said paragraphs may be construed to be against MMAagents, MMAagents denies each and every allegation against it in said paragraphs. To the extent said paragraphs contain allegations relating to other parties, MMAagents is without knowledge or information sufficient to form a belief as to the truth of those allegations, and therefore denies the same.

//

//

//

1 **FIFTH CAUSE OF ACTION**

2 **(Aiding and Abetting/Inducement – Defendant MMAagents)**

3 13. Answering paragraph 69 of Plaintiff's Complaint, MMAagents repeats and
4 realleges its answers to the preceding and ensuing paragraphs as though fully set forth herein.

5 14. MMAagents denies the allegations contained in paragraphs 70, 71, 72, 73, and 74
6 of the Complaint.

7 **(Second) FIFTH CAUSE OF ACTION**

8 **(Conversion – All Defendants)**

9 14. Answering paragraph 75 of Plaintiff's Complaint, MMAagents repeats and
10 realleges its answers to the preceding and ensuing paragraphs as though fully set forth herein.

11 15. MMAagents denies the allegations contained in paragraphs 76, 77, 78, 79, 80, 81,
12 and 82 of the Complaint.

13 **SIXTH CAUSE OF ACTION**

14 **(Injunctive Relief)**

15 15. Answering paragraph 83 of Plaintiff's Complaint, MMAagents repeats and
16 realleges its answers to the preceding and ensuing paragraphs as though fully set forth herein.

17 16. MMAagents denies the allegations contained in paragraphs 84, 85, and 86 of the
18 Complaint.

19 **AFFIRMATIVE DEFENSES**

20 **FIRST AFFIRMATIVE DEFENSE**

21 Plaintiff's Complaint fails to state a claim against MMAagents upon which relief can be
22 granted.

23 //

24 //

1 **SECOND AFFIRMATIVE DEFENSE**

2 Plaintiff did not exercise ordinary care, caution or prudence in conducting its affairs
3 relating to the matter as set forth in the Complaint, and the resulting damages, if any, were
4 caused or contributed to by Plaintiff.

5 **THIRD AFFIRMATIVE DEFENSE**

6 At all times relevant herein, MMAagents acted diligently and with due care in the
7 performance of any duty owed to Plaintiff, if any.

8 **FOURTH AFFIRMATIVE DEFENSE**

9 Plaintiff failed to mitigate damages.

10 **FIFTH AFFIRMATIVE DEFENSE**

11 To the extent that MMAagents was in any way responsible for any of the damages
12 alleged by Plaintiff, which MMAagents specifically denies, such acts or omissions by
13 MMAagents was in reliance on the acts, omissions, and statements of Plaintiff, and Plaintiff is
14 therefore estopped from making any claim.

15 **SIXTH AFFIRMATIVE DEFENSE**

16 The injuries, if any, complained of by Plaintiff were proximately caused by the acts or
17 omissions of third parties or other persons over whom MMAagents exercised no control and over
18 whom MMAagents had no right or duty to control.

19 **SEVENTH AFFIRMATIVE DEFENSE**

20 Plaintiff's claims are barred by the doctrine of unclean hands.

21 **EIGHTH AFFIRMATIVE DEFENSE**

22 Plaintiff has waived any and all claims against MMAagents.

23 //

24 //

1 **NINTH AFFIRMATIVE DEFENSE**

2 MMAagents was not the proximate cause of the alleged injuries or damages, if any,
3 sustained by Plaintiff.

4 **TENTH AFFIRMATIVE DEFENSE**

5 Plaintiff has failed to plead any acts or omissions of MMAagents sufficient to warrant the
6 consideration of exemplary or punitive damages.

7 **ELEVENTH AFFIRMATIVE DEFENSE**

8 MMAagents performed no acts or omissions relative to its dealings with Plaintiff that
9 would warrant the imposition of exemplary or punitive damages.

10 **TWELFTH AFFIRMATIVE DEFENSE**

11 The documents referenced in the complaint are not trade secrets because Plaintiff does
12 not derive independent economic value, actual or potential, from not being generally known to,
13 and not being readily ascertainable by proper means by, other persons who can obtain economic
14 value from the disclosure or use of such documents.

15 **THIRTEENTH AFFIRMATIVE DEFENSE**

16 Plaintiff has not used reasonable efforts to maintain the secrecy and confidentiality of the
17 documents.

18 **FOURTEENTH AFFIRMATIVE DEFENSE**

19 MMAagents has been required to retain the services of counsel to defend this action and
20 is entitled to an award of attorney's fees and costs of suit herein.

21 **FIFTEENTH AFFIRMATIVE DEFENSE**

22 Pursuant to N.R.C.P. 11, all possible affirmative defenses may not have been alleged
23 herein insofar as insufficient facts were not available after reasonable inquiry upon the filing of

24 //

1 Plaintiff's Complaint, and therefore, Defendant reserves the right to amend the Answer to the
2 Complaint to allege additional affirmative defenses, if subsequent investigation so warrants.

3 WHEREFORE, MMAagents prays for judgment as follows:

4 1. That Plaintiff takes nothing by virtue of its Complaint and that the same be
5 dismissed with prejudice;

6 2. For an award of reasonable attorneys' fees and costs of suit incurred in the defense
7 of this action; and

8 3. For such other and further relief as this Court may deem just and proper in the
9 premises.

10 DATED this 9th day of September, 2010.

11 COPPEDGE EMMEL & KLEGERMAN PC

12
13 BY: /s/ L. Joe Coppedge

14 L. JOE COPPEDGE

15 Nevada Bar No. 4954

16 5586 South Fort Apache Road

17 Suite 110

18 Las Vegas, Nevada 89148

19 MICHAEL B. LYNCH (*pro hac vice admission pending*)

20 410 Balmoral Road

21 Winter Park, Florida 32789

22 *Attorneys for Defendant,*

23 *Pavia Holdings, LLC dba MMAagents*
24

CERTIFICATE OF MAILING

Pursuant to NRCP 5(b), I hereby certify that service of the foregoing **DEFENDANT**,
PAVIA HOLDINGS, LLC'S ANSWER TO PLAINTIFF'S COMPLAINT was made this
date by depositing a true copy of the same for mailing at Las Vegas, Nevada, addressed to each
of the following:

Donald J. Campbell
J. Colby Williams
Campbell & Williams
700 South Seventh Street
Las Vegas, Nevada 89101
Attorneys for Plaintiff Zuffa, LLC

J. Randall Jones
William L. Coulthard
Kemp, Jones & Coulthard
3800 Howard Hughes Parkway, 17th Floor
Las Vegas, Nevada 89169
Attorneys for Defendant
Bellator Sport Worldwide, LLC

DATED this 9th day of September, 2010.


Coppedge Emmel & Klegerman PC